

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE

SETTLEMENT AGREEMENT
AND RELEASE

PREAMBLE

This Settlement Agreement and Release (hereinafter the "Agreement") is made this the 24 day of June, 2014, by and between the Estate of Donald Boyer Crotty, a deceased minor, by and through the Administrator of his Estate, Edwin D. Clontz, and Buncombe County Board of Education, James Beatty in his individual capacity and in his official capacity with the Buncombe County Board of Education, and Roderick Brown, Jr., in his official capacity with the Buncombe County Board of Education.

WHEREAS, a dispute has arisen between the Parties regarding the death of the minor Donald Boyer Crotty while attending a youth football camp as a mentor on the premises of T.C. Roberson High School in Buncombe County, North Carolina.

WHEREAS, the Estate of Donald Boyer Crotty, through its Administrator, Edwin D. Clontz, filed a lawsuit against Buncombe County Board of Education, James Beatty, in his individual capacity and his official capacity with the Buncombe County Board of Education, and Roderick Brown, Jr., in his official capacity with the Buncombe County Board of Education, Superior Court Division, Buncombe County civil action number 13-CVS-2748 ("the Litigation").

WHEREAS, the Parties have resolved all claims contained within the Litigation, and this Agreement is entered into to memorialize the terms of the settlement of the Litigation, as follows:

1. **Consideration.** The Buncombe County Board of Education; James Beatty, in his individual capacity, and in his official capacity with the Buncombe County Board of Education; and Roderick Brown, Jr., in his official capacity with the Buncombe County Board of Education, shall through their Insurer collectively pay a sum of \$875,000.00 to the Estate of Donald Boyer Crotty in settlement of all claims contained within the Litigation. The foregoing payment shall be made payable to the Estate and its counsel within ____ days of the execution of this Agreement. After the Estate's counsel receives the foregoing amount in good and satisfactory funds, counsel for the Estate shall dismiss with prejudice the Litigation.

2. **Release by the Estate of Donald Boyer Crotty.** In consideration of the payment described in paragraph 1, the Estate of Donald Boyer Crotty hereby releases, waives, and forever discharges the Buncombe County Board of Education and its respective employees, administrators, assigns, heirs, attorneys, agents and representatives; James Beatty, in his individual capacity, and in his official capacity with the Buncombe County Board of Education; and Roderick Brown, Jr., in his official capacity with the Buncombe County Board of Education, from any and all claims or liability of whatever kind or nature that the Estate has ever had or which it now has, through the date of this Agreement, including but not limited to, claims arising out of the Litigation, all matters related to the death of Donald Boyer Crotty, and any other claim existing in law or equity that occurred prior to the date of this Agreement.

3. **Confidentiality.** The Estate of Donald Boyer Crotty, through and including its Administrator, Edwin D. Clontz, and The Buncombe County Board of Education; James Beatty, in his individual capacity, and in his official capacity with the Buncombe County Board of Education; and Roderick Brown, Jr., in his official capacity with the Buncombe County Board of Education agree to keep the existence and terms of this Agreement strictly confidential and not to disclose it to anyone except as provided for and required by law. The Parties agree not to disclose this document, its contents, or its subject matter to any person other than their attorneys, accountants, income tax preparers, appropriate taxing authorities, or as required by law or a court of competent jurisdiction. The Parties may disclose that their dispute with each other has been resolved satisfactorily, but that the resolution is confidential to the extent permitted by law. Furthermore, to the extent that any party is permitted or compelled under the terms of this provision to disclose and does disclose any information contained in this Agreement, the Parties agree to require the persons receiving such information to maintain its confidentiality to the extent permitted by law. The Parties shall not be in breach of the terms of this Agreement if they make a disclosure required by law, required by subpoena, or required by court order.

Notwithstanding any confidentiality provisions, Plaintiff's counsel may publish general accounts of the circumstances of this case coupled with a gross settlement sum which does not divulge any party or defense attorney identity, precise locations or court where the action is pending, and refers to the vehicle as a "motorized vehicle" rather than by make or model.

4. **No Admission.** The execution of this Agreement and the performance of its terms shall in no way be construed as an admission of liability by any of the Parties. Each of the Parties expressly disclaims any liability for claims by the other.

5. **Discovery of New Facts Irrelevant.** The Parties agree that should any party hereafter discover facts different from, or in addition to, those now known or believed to be true, that this Agreement shall nevertheless be and remain in full force and effect in all respects.

6. **Costs and Attorney's Fees.** The Parties agree that each party shall bear their own costs and attorney's fees in connection with the Litigation.

7. **Entire Agreement.** This Agreement discharges and cancels all previous agreements between the Parties, and this Agreement contains the entire agreement between the Parties. This Agreement may only be changed by written consent signed by all the Parties.

9. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina as they apply to contracts made and to be wholly performed in this state, regardless of any choice of law principles to the contrary. The Parties consent to the jurisdiction of a court of competent jurisdiction in North Carolina in any dispute which might arise in connection with this Agreement.

10. **Survivability.** This Agreement shall not be construed as a release of any cause of action based on a breach of this Agreement.

11. **Consultation with Counsel.** The Parties acknowledge that each of them has read the full contents of this Agreement, understands that this Agreement constitutes a contract, represents that they have consulted with counsel regarding the advisability of entering into this Agreement and enters into this Agreement voluntarily.

12. **Authority.** All Parties to the Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals that are conditions precedent to their authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written above and after having read this Agreement and consulted with counsel, agree to its terms:

Sworn to and subscribed before me
this the 27 day of June, 2014.

Deane M. Corkhill
Notary Public
My Commission expires: Feb 20, 2016

Edwin D. Clontz (SEAL)
Edwin D. Clontz, Administrator
of the Estate of Donald Boyer Crotty,
a deceased minor
Notary Public
Buncombe County
NORTH CAROLINA

Sworn to and subscribed before me
this the 27 day of June, 2014.

Diane M. Corkhill
Notary Public
My Commission expires: _____

Susanne Marie (Crotty) Clontz (SEAL)
Susanne Marie (Crotty) Clontz
Notary Public
Buncombe County
NORTH CAROLINA

Sworn to and subscribed before me
this the ____ day of _____, 2014.

Notary Public
My Commission expires: _____

Donald Richard Crotty, Jr. (SEAL)

11. **Consultation with Counsel.** The Parties acknowledge that each of them has read the full contents of this Agreement, understands that this Agreement constitutes a contract, represents that they have consulted with counsel regarding the advisability of entering into this Agreement and enters into this Agreement voluntarily.

12. **Authority.** All Parties to the Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals that are conditions precedent to their authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written above and after having read this Agreement and consulted with counsel, agree to its terms:

Sworn to and subscribed before me
this the ____ day of _____, 2014.

Notary Public
My Commission expires: _____

_____(SEAL)
Edwin D. Clontz, Administrator
of the Estate of Donald Boyer Crotty,
a deceased minor

Sworn to and subscribed before me
this the ____ day of _____, 2014.

Notary Public
My Commission expires: _____

_____(SEAL)
Susanne Marie (Crotty) Clontz

Sworn to and subscribed before me
this the 24 day of June, 2014.

Lacey Hampton
Notary Public
My Commission expires: 11/22/2021

[Signature] (SEAL)
Donald Richard Crotty, Jr.

